pends on the *lex loci contractus*, on the principle *locus regit actum*. *Hunt* v. *Jones*, 12 R. I. 265. See DICEY, CONFLICT OF LAWS, 2 ed., 540. This is the better view, even in contracts for the sale of land. See *Cochran* v. *Ward*, 5 Ind. App. 89, 93, 29 N. E. 795, 796; WHARTON, CONFLICT OF LAWS, 3 ed., § 693 *b*. Dicey, however, states that in such contracts the *lex situs* governs as to formal validity. See DICEY, CONFLICT OF LAWS, 2 ed., 503, 542. The principal case in result supports this exception, for which there is some American authority. *Meylink* v. *Rhea*, 123 Ia. 310, 98 N. W. 779. See *Bissell* v. *Terry*, 69 Ill. 184, 190. Of course if the *lex situs* refuses to recognize that an interest in the land has been created by such a contract, relief *in rem* cannot be obtained. This, however, should not prevent relief *in personam* by way of damages such as was sought in the principal case. See 21 HARV. L. REV. 365.

CONTRACTS — RESTRAINT OF TRADE — VALIDITY OF RESTRICTIONS AGAINST COMPETITION IN EMPLOYMENT CONTRACT. — The defendant, on accepting employment in the plaintiff's pathological laboratory in London, agreed not to engage in any similar work within ten miles of the plaintiff's laboratory, no limit of time being expressed. The defendant later set up a rival laboratory within the ten-mile limit, and the plaintiff seeks to enjoin him. *Held*, that an injunction will not be granted. *Eastes* v. *Ross*, [1914] 1 Ch. 468.

If the restraint of trade imposed is reasonable with reference to the interests of the parties and the public, the contract will be upheld. *Nordenfelt* v. *Maxim Nordenfelt Guns & Ammunition Co.*, [1894] A. C. 535; *Oakdale Mfg. Co.* v. *Garst*, 18 R. I. 484, 28 Atl. 973. So an agreement, on the sale of good will, that the vendor, during his life, will not compete within a reasonable distance of his vendee, is valid. *Marshalls* v. *Leek*, 17 T. L. R. 26; *Wood* v. *Whitehead Bros. Co.*, 165 N. Y. 545, 59 N. E. 357. If the object of a contract, with restrictions similar to those in the principal case, is to protect the employer's trade secrets, it will also be upheld. *Haynes* v. *Doman*, [1899] 2 Ch. 13. There is a strong policy in favor of making possible an effective sale of good will, and of protecting a trade secret just as any tangible asset of its owner. If, therefore, such a contract is reasonable with reference to the interests of the parties, it is clearly valid. See *Mason* v. *Provident C. & S. Co.*, [1913] A. C. 724, 738, 740. The only object of the contract in the principal case is to prevent a possible competition by the defendant in the future. And while this does not furnish so strong an argument in favor of validity as the above factors, such contracts are not, in themselves, against public policy, even in America. *Davies* v. *Racer*, 72 Hun. (N. Y.) 43, 25 N. Y. Supp. 293. The restriction, as regards time and space, would seem on the facts no larger than necessary for the protection of the plaintiff and his assignees. The decision in the principal case therefore seems questionable. The court further touches on the undesirability of depriving the public of the services of the defendants, a consideration not emphasized hitherto in the recent English cases. But this consideration apparently has not been sufficient to overthrow contracts between employer and employee, even in our courts.

CORPORATIONS — ULTRA VIRES — CONTINUING CONTRACT MADE FOR AN UNAUTHORIZED PURPOSE. — In a suit for the breach of a continuing contract to buy coal, the defendant, an interstate carrier (now plaintiff-in-error), introduced evidence that it had made the contract with the dominant purpose to resell the coal. The court's charge permitted recovery whether or not the vendor knew or had means of knowledge that the railroad was engaged in the business of merchandizing coal. *Held*, that the plaintiff cannot recover if it knows, or is chargeable with knowledge of, the railroad's unlawful purpose. *Chesapeake & O. R. Co.* v. *McKell*, 209 Fed. 514 (C. C. A., 6th Circ.).

It is *ultra vires* for a public-service company to engage in collateral undertakings. See 1 WYMAN, PUBLIC SERVICE COMPANIES, § 703. In cases of loans to a corporation, it has been suggested that the loaning is distinct from the *ultra vires* application of the proceeds. See 18 HARV. L. REV. 463. Yet it would seem that buying a commodity for the purpose of resale is part of a unit undertaking to trade in that commodity, and therefore *ultra vires* for a common carrier. Since the railroad could purchase large quantities of coal for its own consumption, the facts which make this contract a part of an *ultra vires* undertaking are not ascertainable from the charter or certificate of incorporation alone. In such a situation the corporation would be estopped to plead *ultra vires* against a plaintiff who had contracted and acted in ignorance of the facts. *Monument National Bank* v. *Globe Works*, 101 Mass. 57; *Miners' Ditch Co.* v. *Zellerbach*, 37 Cal. 543; *State Bank* v. *Hawkins*, 71 Fed. 369. See 3 THOMPSON, CORPORATIONS, § 2802. Upon these principles specific performance of a wholly executory contract has been granted, even in England. The case of a continuing contract, especially where, as here, the plaintiff has put himself in a position to perform, seems an even stronger one. *Eastern R. Co.* v. *Hawkes*, 5 H. of L. Cas. 331. Since it is the corporation's illegal purpose which taints the present contract, it is submitted that actual knowledge of the company's purpose, or something akin to wilful disregard of facts from which knowledge could be inferred, ought to be fastened on the plaintiff before the defense of *ultra vires* should be allowed to defeat recovery. *Colorado Springs Co.* v. *American Publishing Co.*, 97 Fed. 843; *Young* v. *United Zinc Cos.*, 198 Fed. 593. See THOMPSON, CORPORATIONS, §§ 2772, 2773 and note. However, the Supreme Court has been extremely averse to allowing any recovery on an *ultra vires* contract, even going so far as to declare that the corporation cannot act *ultra vires*. The requirement that an outsider, to obtain the benefit of the above doctrine, must first investigate the facts, seems in harmony with this inclination. Undoubtedly, though, this strict rule would not be extended to negotiable instruments, where negligence does not destroy the rights of a holder in due course. For a general discussion of executory *ultra vires* contracts, see 24 HARV. L. REV. 534.

CRIMINAL LAW — FORMER JEOPARDY — CONVICTION UNDER STATUTE PROVIDING NO PUNISHMENT. — The defendant was convicted of a statutory offense for which no punishment was prescribed, but for which he was deprived of certain civil rights. Being later indicted for the same acts under a different section of the code, he set up his former conviction as a bar. *Held*, that the plea discloses a valid defense. *Jenkins* v. *State*, 80 S. E. 688 (Ga. Ct. App.).

Although most state constitutions prohibit double jeopardy of life or liberty for the same offense, the meaning of the word "liberty" in such provisions has received but little construction. But the same word in the Fourteenth Amendment to the federal Constitution has been construed to mean not only freedom from imprisonment but rights to do ordinary acts. See *Allgeyer* v. *Louisiana*, 165 U. S. 578, 589, 17 Sup. Ct. Rep. 427, 431; *Ex parte Virginia*, 100 U. S. 339, 344. But see 4 HARV. L. REV. 365. It would seem by analogy and from reason that "liberty" in double-jeopardy clauses should similarly be construed broadly. Decisions prohibiting double jeopardy of fines accord with this view. *Brink* v. *State*, 18 Tex. Cr. App. 344. A more extreme view is that a second trial after a conviction for which a valid sentence cannot be imposed is as obnoxious and oppressive as after an acquittal. See *Hartung* v. *People*, 26 N. Y. 167, 179. The case is distinguishable, however, from one where the former conviction was had upon a defective indictment; in such case the judgment itself is void. *People* v. *Larson*, 68 Cal. 18, 8 Pac. 517. The principal case seems clearly correct, for double jeopardy of punishment at least seems prohibited; and the loss of civil rights may be punishment. *Gunning* v. *People*, 86 Ill. App. 174;